

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 9	
2. Amendment/Modification No. P00022		3. Effective Date 2004JUN22		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGB JOSEPH H. SMITH (586)574-6987 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SMITHJH@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040		Code S4404A	
				SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SOUTHWEST RESEARCH INSTITUTE 6220 CULEBRA ROAD SAN ANTONIO, TX. 78238-0510 TYPE BUSINESS: Other Nonprofit				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-L036	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000AUG11	
Code 26401		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AX NET INCREASE: \$29,047.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) WYMAN E. YOUNG II YOUNGE@TACOM.ARMY.MIL (586)574-8093			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004JUN22	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

CONTRACT FOR: Propulsion Research, Development and Engineering

PURPOSE OF THIS MODIFICATION: To Exercise an Option and Provide Additional Cost under CLIN 0004 for 254 Man-hours of Effort Under New WD 012, to Transfer the Accountability of a GFE HEMTT Truck to Contract DAAE07-03-C-S089 and to Add New GFE & GFI to the Contract for WD 12

PREVIOUS CONTRACT VALUE: \$3,291,793.00

AMOUNT THIS ACTION: \$ 29,047.00

TOTAL CONTRACT VALUE: \$3,320,840.00

A. This Supplemental Agreement, Modification P00022, incorporates the following into Contract DAAE07-00-C-L036:

1. The Government Exercises an Option under CLIN 0004 for 254 man-hours of additional Propulsion Research, Development and Engineering services, in accordance with Special Contract Requirement H.24.4 and provides additional cost for this effort. This action is broken out as Estimated Cost of \$27,566.00 and Fixed Fee of \$1,481.00, totaling \$29,047.00 for the work effort, described in new WD 012.

2. CLIN 0004's Contract Value's are changed as follows and incorporated into Section B:

	<u>PRIOR</u> <u>AMOUNTs</u>	<u>NEW</u> <u>WORK</u>	<u>FINAL CLIN</u> <u>AMOUNT</u>
Estimated Cost:	\$89,630.00	\$27,566.00	\$117,196.00
Fixed Fee:	\$ 3,092.00	\$ 1,481.00	\$ 4,573.00
Total Amount:	\$92,722.00	\$29,047.00	\$121,769.00
LOE Man-Hours:	558 Man-hours	254 Man-hours	812 Man-hours

3. The Government increases the Level-of-Effort in the Section B, Continuation Sheet, under CLIN 0004, up to which the contractor is authorized to work by 254 Man-hours from 558 to 812 man-hours.

4. Under Section B, Continuation Sheet, CLIN 0004, Services Line Item, add the following work description after the word, "Work": "CLIN 0004 accounts for the RDT&E Funded Option man-hours awarded or exercised in accordance with Special Provision H.21, under the Contract."

5. SECTION G - Contract Administration Data:

The attached Section G page is hereby added to the contract incorporating the new accounting and appropriation data into the contract.

6. SECTION H - Special Provisions:

a. Paragraph H.24.4, Option 4, The number of man-hours available to call up under Option 4 is decreased by 254 man-hours from 39,860 man-hours to 39,606 man-hours.

b. Paragraph H.28 - List of Government Furnished Equipment, (GFE), Under this paragraph the following changes are made to the List of GFE:

(1.) Change the Title by adding: "and Government Furnished Information (GFI)" after the word, "(GFE)".

(2.) The accountability of the GFE, ESP HEMTT TRUCK, Serial No. 35129, Model: M1120, is transferred from Contract DAAE07-00-C-L036, WD 005, to Contract DAAE07-03-C-S089. The ESP HEMTT Truck is transferred in place at Oskosh Truck Corporation. The reference for the HEMTT Truck in paragraph H.28 is deleted from the contract. The reference is changed from "ESP HEMTT TRUCK" to: "(a.) Deleted"

(3.) Add the following to the list of GFE and GFI:

"A. Government Furnished Equipment (GFE)

(a.) Deleted

(b.) One (1) complete HEMTT Air Cleaner Assembly

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(c.) Ten (10) Sets of HEMTT Air Filters. NOTE: This includes the Primary and Secondary Filter Elements.

(d.) The plumbing ducting which goes from air cleaner outlet pipe to compressor inlet of turbocharger. There are three (3) tubes or ducts.

B. Government Furnished Information (GFI):

(a.) Air flow versus restriction values obtained during Bldg. 7 HEMTT air flow tests.

(b.) Engine Air Flow values obtained during HEMTT engine dynamometer tests. NOTE: These air flow values will be obtained from calibrated HEMTT air cleaner restriction tap previously measured in Bldg. 7.

(c.) The air flow values to run dust tests to."

B. As a result of this Modification P00022:

The Total Amount Obligated amount of the contract is increased by \$29,047.00 from \$3,291,793.00 to \$3,320,840.00. Except as provided herein, all terms and conditions of Contract DAAE07-00-C-L036 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 020 ***

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the tasks specified in the approved Work Directives and in Section C, Scope of Work. CLIN 0004 accounts for the RDT&E Funded Option man-hours awarded or exercised in accordance with special provision H.21 under the contract.</p> <p>Awarded LEVEL-OF-EFFORT: 812 Man-hours</p> <p>Changed by Mod P00022</p> <p>(End of narrative B001)</p>			<p>* Estimated Cost: \$117,196</p> <p>* Fixed Fee: \$ 4,573</p> <p>* Total Amount: \$121,769</p>	

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	<div>HEMTT AIR CLEANER SYSTEM TESTING</div> <div>NOUN: MOD P22, WD 12 PRON: E14DC010J6PRON AMD: 01ACRN: AX AMS CD: 654622E4900</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0010SEE WD 12</div> <div>\$29,047.00</div>				\$29,047.00

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0004AD	E14DC010J6	AX	2	\$	0.00	\$	29,047.00	\$	29,047.00
	654622E4900		4DC010						
					NET CHANGE	\$	29,047.00		

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>			<u>ACCOUNTING STATION</u>		INCREASE/DECREASE <u>AMOUNT</u>
Army	AX	21	42040000041C1C03P654622252G	S201134DC010		W56HZV	\$	29,047.00
						NET CHANGE	\$	29,047.00

		<u>PRIOR AMOUNT OF AWARD</u>		<u>INCREASE/DECREASE AMOUNT</u>		<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	3,291,793.00	\$	29,047.00	\$	3,320,840.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

SPECIAL PROVISIONS

- H.21 Qualified Contractor personnel:
- H.21.1 "Contractor Personnel", as intended by this section, includes both those directly employed by the Contractor, plus any subcontractor personnel who provide direct level of Effort toward authorized Work Directives.
- H.21.2 The successful offeror who is awarded this contract shall report turnover in key personnel positions to the Contracting Officer's Technical Representative (COTR) and Procuring Contracting Officer (PCO) (by letter), along with the resume of the proposed replacements.
- H.22 Ordering and Contract Administration: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this Contract. Communications pertaining to Contractual administrative matters will be addressed to him. No changes in or deviation from the statement of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer.
- H.23 Unauthorized Automated Data Processing (ADP) Costs: The Contractor shall not procure or lease ADP Equipment (ADPE) under this contract without requesting and obtaining the written approval of the PCO. Any costs incurred by the Contractor for such ADP purchase or lease without the necessary approvals will be unallowable. At this time, the Government does not intend to facilitate any offeror with ADPE under this Contract, or to reimburse any direct cost for its acquisition, lease or maintenance. "ADPE" is defined at Federal Acquisition Regulation (FAR) Clause 31.001.
- H.24 Options for Additional Level-of-Effort
- H.24.1 Option 1: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 28,611* manhours at an estimated cost of \$68.37_per hour and a fixed fee of \$5.31 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than twelve (12) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from exercise of the latest increment.
- H.24.2 Option 2: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 36,227* manhours at an estimated cost of \$70.47 per hour and a fixed fee of \$5.47 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than twenty-four (24) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.
- H.24.3 Option 3: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 39,778* manhours at an estimated cost of \$72.71 per hour and a fixed fee of \$5.65 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than thirty-six (36) months after contract award. The Government may exercise this option in more than one increment. The government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.
- H.24.4 Option 4: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of **39,606* manhours at an estimated cost of \$75.00 per hour and a fixed fee of \$5.83 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than forty-eight (48) months after contract award. The Government may exercise this option in more than one increment. The government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.
- H.24.5 Option 5: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 40,000 manhours at an estimated cost of \$77.32 per hour and a fixed fee of \$6.00_per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than sixty (60) months after contract award. The Government may exercise this option in more than one increment. The government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.
- * Plus any direct charge administrative support.

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H.25 Failure to exercise any portion of an option does not negate the Government's right to unilaterally exercise any portion of any follow-on option.

H.26 Services to be Performed

The parties to this contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein and as further defined in Work Directive signed by the Contracting officer. This is to insure that the policies in Office of Federal Procurement Policy (OFAP) Policy Letter 92-1 and Department of Defense (DOC) Directive 4205.2 are adhered to. Contractors are specifically prohibited from performing inherently Governmental functions. Appropriate Agency control of the work product must be preserved to insure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation. The parties agree that the Contractor personnel rendering the services under this contract are not subject either by the contract terms or the manner of its administration, to the supervision and control usually prevailing in relationship between the Government and its employees. The Contractor shall not be reimbursed for any work that is outside the Scope of Work Directive signed by the Contracting Officer.

H.27 (TACOM) SPECIAL BILLING AND PAYING INSTRUCTIONS, BASED ON ACRN (MAR 2000)

(a) This contract currently is funded (or later will be funded) by two or more separate customers or appropriations, as shown in Section B of the contract by the presence of more than one Accounting Classification Reference Number (ACRN) for the Contract Line Item Numbers (CLINs) in the contract schedule. (ACRNs refer to long-line accounting classifications that are given in full in Section G of the contract.)

(b) In order for disbursements under the contract to be paid appropriately, the following requirements apply to the contractor and the paying office:

(c) The CONTRACTOR: in addition to showing a total amount on each voucher and invoice for payment, the contractor also shall:

- (1) specify the CLIN(s) and ACRN(s) against which payment is requested, and also
- (2) show a breakdown of the corresponding subtotal amounts that apply to each specified CLIN and ACRN.

In the following illustration, the contractor is invoicing a total of \$300,000, of which \$50,000 applies to performance against CLIN 0001 (ACRN AA), \$135,000 relates to performance against CLIN 0002 (ACRN AB), and \$115,000 relates to performance against CLIN 0004 (which also cites ACRN AA). This invoice would include the following information.

TOTAL INVOICE AMOUNT: \$300,000, of which
\$50,000 applies to CLIN 0001 (ACRN AA)
\$135,000 applies to CLIN 0002 (ACRN AB)
\$115,000 applies to CLIN 0004 (ACRN AA)

(d) The PAYING OFFICE: shall review each invoice or payment voucher received against the contract, and shall make payment against only those ACRN(s) specified on the invoice. If an invoice or voucher received against the contract does not contain the required identification of the CLIN and ACRN against which payment applies, or if the specified sub-totals do not sum to the total amount invoiced, such invoice shall NOT be deemed a proper or complete invoice. Such invoice shall be returned to the contractor for correction and resubmission, with an information copy furnished to the Administrative Contracting Officer (ACO).

** Changed By Modification P00022

*** END OF NARRATIVE H 002 ***

H.28 LIST of GOVERNMENT FURNISHED EQUIPMENT, (GFE):

* The Government provided or will provide to the contractor the following Government Furnished Equipment (GFE) and Government Furnished Information (GFI) on the date indicated for use under this contract:

** A. Government Furnished Equipment (GFE)

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- *

1. Deleted
- **

2. One (1) complete HEMTT Air Cleaner Assembly
- **

3. Ten (10) Sets of HEMTT Air Filters. NOTE: This includes the Primary and Secondary Filter Elements.
- **

4. The plumbing ducting which goes from air cleaner outlet pipe to compressor inlet of turbocharger. There are three (3) tubes or ducts.
- **

B. Government Furnished Information (GFI):
- **

1. Air flow versus restriction values obtained during Bldg. 7 HEMTT air flow tests.
- **

2. Engine Air Flow values obtained during HEMTT engine dynamometer tests. NOTE: These air flow values will be obtained from calibrated HEMTT air cleaner restriction tap previously measured in Bldg. 7.
- **

3. The air flow values to run dust tests to.

* Changed by Mod P00022
** Added by Mod P00022